

IN THE COURT OF APPEALS OF TENNESSEE  
AT NASHVILLE

Assigned On Briefs December 9, 2008

**BILLY EUGENE PUCKETT v. EILEEN ANN PUCKETT**

**Direct Appeal from the Chancery Court for Humphreys County  
No. CH-02-252 Robert E. Burch, Chancellor**

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**No. M2007-02620-COA-R3-CV - Filed April 7, 2009**

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This appeal arises from a post-divorce proceeding to construe a final decree entered in 2005. The trial court interpreted its order as awarding Wife one-half of Husband's total pension benefit. We affirm.

**Tenn. R. App. P. 3 Appeal as of Right; Judgment of the Chancery Court Affirmed; and Remanded**

DAVID R. FARMER, J., delivered the opinion of the court, in which HOLLY M. KIRBY, J., and J. STEVEN STAFFORD, J., joined.

Jennifer Davis Roberts, Dickson, Tennessee, for the appellant, Billy Eugene Puckett.

William E. Porter, Nashville, Tennessee, for the appellee, Eileen Ann Puckett.

**MEMORANDUM OPINION<sup>1</sup>**

Plaintiff/Appellee Eileen Puckett (Ms. Puckett) and Defendant/Appellant Billy Eugene Puckett (Mr. Puckett) were married in 1980 and were divorced by final decree entered by the Chancery Court for Humphreys County in March 2005. In its 2005 order, the trial court confirmed and incorporated by reference the report of the special master valuing the parties' assets. The decree provided that each party would retain their respective IRA accounts and further provided:

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<sup>1</sup> Rule 10 of the Rules of the Court of Appeals of Tennessee provides:

This Court, with the concurrence of all judges participating in the case, may affirm, reverse or modify the actions of the trial court by memorandum opinion when a formal opinion would have no precedential value. When a case is decided by memorandum opinion it shall be designated "MEMORANDUM OPINION", shall not be published, and shall not be cited or relied on for any reason in any unrelated case.

Ms. Puckett additionally is entitled to one-half (½) of her Husband's pension through his prior employer. This will be done by QDRO through the Husband's prior employer. The parties will prepare and execute a QDRO to be incorporated into this decree by reference.

In June 2006, the trial court entered a "Stipulated Qualified Domestic Relations Order" ("QDRO"). The QDRO provided that Ms. Puckett was entitled to one-half of Mr. Puckett's pension from his "Ford-UAW Retirement Plan" as accrued as of March 9, 2005.

This appeal arises from Mr. Puckett's October 2006 amended petition to reduce alimony and Ms. Puckett's February 2008 counter-petition alleging, *inter alia*, that Mr. Puckett had failed to pay her one-half of his entire pension benefit as required by the 2005 divorce decree. Following a hearing in September 2007, the trial court interpreted its 2005 order as requiring Mr. Puckett to pay one-half of his entire pension benefit to Ms. Puckett. The trial court entered final judgment in the matter on October 25, 2007. Mr. Puckett filed a timely notice of appeal to this Court.

### ***Issue Presented***

Mr. Puckett raises the following issue for our review:

Whether the trial court erred in its interpretation of the final decree by awarding Wife one half (½) of a retirement account partially earned prior to the parties' marriage.

### ***Standard of Review***

Like other written instruments, court orders should be interpreted according to their plain meaning. The words utilized by a court should be construed in light of their usual, natural and ordinary meaning. If the language is unambiguous, then the literal meaning of the language is controlling. *Konvalinka v. Chattanooga-Hamilton County Hosp.*, 249 S.W.3d 346, 359 (Tenn. 2008)(citations omitted). Even where a trial judge has no independent memory of the proceedings in a cause of action, the trial court is in the best position to interpret and construe its own orders. *Richardson v. Richardson*, 969 S.W.2d 931, 935 (Tenn. Ct. App. 1997).

### ***Analysis***

Upon review of the record, we note that the special master's report incorporated into the 2005 decree of divorce includes an evaluation of Ms. Puckett's IRA and Mr. Puckett's 401K with Rouge Steel, a division of Ford Motor Company ("Ford") for which Mr. Puckett worked from 1990 until 1998. The special master's report did not include an evaluation of Mr. Puckett's pension benefits, although Mr. Puckett undisputedly worked for Ford from 1968 until 1990 and for Rouge Steel from 1990 until retiring in 1998. It appears from the parties' briefs that Mr. Puckett's combined pension benefits from Ford and Rouge Steel were received in one check from Ford at the time the parties

were divorced. At some point thereafter, Ford apparently sold Rouge Steel, and the pension benefit was divided into two separate payments, one from Ford and one from Rouge Steel.

In his brief to this Court, Mr. Puckett does not dispute that Ms. Puckett is entitled to one-half of the pension benefits from Rouge Steel, but asserts that pension benefits accrued at Ford from 1968 to 1980 are his separate assets. Mr. Puckett's argument on appeal, in essence, is that the trial court erred by interpreting its March 2005 order as awarding Ms. Puckett one-half of his entire pension benefit, including amounts accrued before the parties were married. He asserts that including amounts accrued before the marriage results in an inequitable distribution of assets.

As noted above, the trial court is in the best position to interpret its own order. Further, it appears from the record that, when the trial court entered its order in March 2005, only the combined pension benefit was before the court for its consideration. We cannot say the trial court misinterpreted its 2005 order when it determined that the order awarded Ms. Puckett one-half of Mr. Puckett's entire combined pension benefit. The court's March 2005 order was not appealed, and the time for appeal has long passed. Accordingly, Mr. Puckett cannot now challenge the 2005 award on the grounds that it was inequitable.

### ***Holding***

In light of the foregoing, the judgment of the trial court is affirmed. Costs of this appeal are taxed to the Appellant, Billy Eugene Puckett, and to his surety, for which execution may issue if necessary.

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DAVID R. FARMER, JUDGE